

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.</p> <p>6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.</p> <p>6.4 All three categories of loop qualification are subject to the following:</p>	

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			<p>6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.</p> <p>6.4.2 If a CLEC elects to have SBC-12STATE provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SBC-12STATE's affiliate, whichever is less.</p> <p>6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SBC-12STATE perform</p>	

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			<p>conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.</p> <p>6.4.4 For HFPL, if CLEC's requested conditioning would degrade the customer's analog voice service, SBC-12STATE is not required to condition the loop. However, should SBC-12STATE refuse the CLEC's request to condition a loop, SBC-12STATE will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.</p>	

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	<p>VI.C. [Line and Station Transfer Option]</p> <p>Where CLEC seeks to use Line Sharing to provide High Bandwidth Services over an HBLS UNE using Home Run Copper and the pre-qualification process determines (a) that the loop then associated with the telephone number initially inquired about by CLEC is served via a DLC, and (b) that there is an available spare copper pair that runs from the demarcation point at the end-user customer premises to the serving wire center, SWBT/GTE shall:</p> <p>(1) Perform a line and station transfer (i.e., a pair swap) to move the end-user's voice service to the available spare copper pair; and</p> <p>(2) Make available the High Frequency portion of the spare copper pair to CLEC as an HBLS UNE.</p>		<p>7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.</p> <p>7.3.1 The provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less.</p>	<p>(SWBT)</p> <p>SWBT and the FCC do not utilize the term "Home Run Copper" in the context of Line Sharing.</p> <p>SWBT will perform Line and Station transfers where spare copper facilities to the desired premise exist utilizing the provisioning intervals specified in Section 7.</p>

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			<p>7.3.2 The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user</p>	

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			<p>customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.</p> <p>7.4.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of</p>	

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			<p>circuit and out-of-hours charges may apply.</p> <p>7.4.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.</p> <p>7.4.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if</p>	

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			necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.	
	<p><u>VI.D [Ordering]</u></p> <p>1. No later than June 6, 2000, SWBT/GTE shall enable CLEC to order an HBLS UNE provided using Home Run Copper via a real-time, EDI electronic interface. Prior to June 6, 2000, SWBT/GTE shall enable CLEC to order an HBLS UNE provided using Home Run Copper via a Web GUI electronic interface.</p> <p>2. Should CLEC request de-conditioning of an HBLS UNE provided using Home Run Copper, SWBT/GTE shall enable CLEC to order such de-conditioning via its</p>			

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	<p>real-time, EDI electronic interface beginning on June 6, 2000. Prior to June 6, 2000, CLEC shall place all orders for de-conditioning via the manual or electronic processes in place as of the effective date of this Attachment.</p> <p>Bonney at 2; Donovan Q&A 27.</p>			
<p>5. Should SWBT be required to provide tie cables necessary for the collocation of splitters (under the CLEC-owned splitter configuration) within 30 calendar days of receipt of a CLEC's application?</p>	<p>(Covad/Rhythms) V.B.1.(c) Tie Cables</p> <p>SWBT/GTE shall complete the installation and provisioning of any tie cable ordered by CLEC pursuant to this Attachment within thirty calendar (30) days of SWBT/GTE's receipt of an order for a tie cable from CLEC, unless a shorter interval is specified in the Interconnection Agreement. The Parties agree that this interval shall apply only to any tie cable ordered by CLEC pursuant to or consistent with this Interim High Bandwidth Line Sharing UNE Attachment. CLEC may order and SWBT/GTE shall provide tie cables</p>	<p>(Covad/Rhythms)</p> <p>Installation of tie cables is a simple task that ILECs routinely perform. SWBT and GTE should be preparing to install large numbers of tie cables to ensure that all CLECs will have access to line sharing at all central offices requested by the FCC's June 6, 2000 deadline. Installation of multiple tie cables can be done efficiently and quickly at any particular serving wire center, making the thirty-day installation interval quite achievable.</p> <p style="text-align: center;">++++++</p>	<p>(SWBT)</p> <p>Schlackman at 20-23. ++++++</p> <p>(GTE)</p>	<p>(SWBT)</p> <p>No. Collocation augments should be performed in accordance with SWBT's collocation tariff on file with the Commission. The CLECs were advised and encouraged to begin normal collocation procedures if they wished their augments and equipment installed on June 6, 2000. For those CLECs agreeing to the SWBT schedule, SWBT requested that applications for augments be received at least 30 days in advance of the planned installation date for the specific office. Further, SWBT is only aware of one CLEC participating in this proceeding that indicated it</p>

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	<p>at any available capacity (e.g., voice grade, DS0, DS1, or DS3).</p> <p>Donovan Q&A 28 and 29.</p>	<p><i>(IP/NPT)</i></p> <p>Agrees with Rhythms/Covad position on this issue. Tie cable provisioning of the splitter should not be relegated to a typical collocation augment arrangement.</p> <p>Gentry at 40.</p>		<p>would utilize its own splitters. That CLEC also indicated it would re-designate existing cabling; therefore, for purposes of interim relief, this issue is moot.</p> <p style="text-align: center;">++++++</p> <p><i>(GTE)</i></p> <p>No. Tie-cables, which have been part of the collocation process for many years, are not unique to DSL provision. They are, however, individually engineered pursuant to CLEC (or ILEC) request by outside vendors over whom GTE has no control. The lead time associated with vendor delivery of engineered tie-cable is 4 to 6 weeks; it is not only unreasonable to impose artificial standards based upon the delivery dates of outside vendors, it is unworkable.</p>
<p>6. Should SWBT be required to provide CLECs with test access to the shared loop at any technically feasible point, including without limitation to</p>	<p><i>(Covad/Rhythms)</i></p> <p>§VIII. [Testing, Repair and Maintenance]</p> <p>A. HBLS UNE</p>	<p><i>(Covad/Rhythms)</i></p> <p>SWBT should provide test access to the line-shared loop at any technically feasible point. The FCC's Line-Sharing Order</p>	<p><i>(SWBT)</i></p> <p>8. MAINTENANCE /SERVICE ASSURANCE</p>	<p><i>(SWBT)</i></p> <p>No. SWBT is providing CLECs metallic test access at the line side of the splitter and offering CLECs access to SWBT's remote test</p>

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the MDF and IDF?	<p>1. In response to a trouble ticket opened by CLEC, SWBT/GTE shall conduct any necessary repair work for an HBL5 UNE on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.</p> <p>Donovan Q&A 20.</p> <p>B. Splitter</p> <p>1. SWBT/GTE is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter and CLEC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter.</p> <p>2. Procedures and Access</p> <p>(a) SWBT/GTE owns the splitter.</p> <p>(i) Where the SWBT/GTE owns the splitter, SWBT/GTE shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied</p>	<p>expressly states: "Thus, we require that incumbent LECs must provide requesting carriers with access to the loop facility for testing, maintenance, and repair activities. We require that, at a minimum, incumbents must provide requesting carriers with loop access either through a cross-connection at the competitor's collocation space, or through a standardized interface designed for [sic] to provide physical access for testing purposes. <i>Such access must be provided in a reasonable and non-discriminatory manner.</i> (Line-Sharing Order ¶ 118 (emphasis added).) DSL CLECs want direct physical access to the MDF or the IDF for testing its data services comparable to the ILEC's access for testing its voice services. This access is necessary to isolate trouble on the line quickly and efficiently. With test access at this point, CLECs would be able to insure that they are working on the correct customer's line by using the</p>	<p>8.1</p> <p>If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.</p> <p>8.2</p> <p>Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SBC-12STATE shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, SBC-12STATE shall attempt to notify the end user and CLEC for permission any time SBC-12STATE repair effort has the</p>	<p>vehicle, mechanized loop testing ("MLT"). However, as described in Issues 1 and 2, above, the CLECs may not pick and choose where the SWBT owned splitters are to be located, nor may the CLECs dictate where their equipment is to be located in the central office. As SWBT requests that the splitters not be located on the MDF/IDF, there will be no need for testing at those points.</p> <p style="text-align: center;">++++++</p> <p style="text-align: center;">(GTE)</p> <p>GTE's 4-TEL testing process provides sufficient and efficient access to the loop for testing purposes. The CLECs' apparent demand for access to the MDF is inappropriate, as no such common access is generally available to CLECs in GTE collocation configuration (for want of common area space); the information sought would not be useful, absent ANI data; and it is substantially beyond</p>

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	<p>monthly.</p> <p>(ii) Where SWBT/GTE owns the splitter and provides CLEC with access to the splitter, SWBT/GTE shall permit CLEC to perform maintenance, repair and testing work on, and shall provide CLEC with access to the splitter twenty-four hours a day, seven days a week.</p> <p>(b) CLEC owns the splitter. Where the CLEC owns the splitter, CLEC is responsible for performing maintenance, repair and testing on the splitter.</p> <p>(c) Coordination between SWBT/GTE and CLEC. SWBT/GTE and CLEC agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. In no event is SWBT/GTE to perform any splitter testing, repair or maintenance that interrupts the flow of data to a CLEC customer without first coordinating with CLEC to reach a mutually agreeable time for the necessary testing, repair or</p>	<p>automatic number identification (ANI) feature. The CLEC would also be able to verify that the proper cross connect has been made for the customer's service. ILECs utilize this same test access to isolate trouble for their own customers. CLECs should be afforded the same opportunity to test for their customers.</p> <p style="text-align: center;">++++++</p> <p style="text-align: center;">(IP/NPT)</p> <p>Test access and splitter proximity to the MDF are both important, but if the CLECs have to choose, IP/NPT proposes proximity to the MDF. See IP/NPT's rationale in Issue No. 24.</p> <p>Gentry at 41.</p>	<p>potential of affecting service on the broadband portion of the loop. SBC-12STATE may proceed with repair of the voice circuit if unable to reach CLEC after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard repair interval.</p> <p>8.3</p> <p>SBC-12STATE will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If SBC-12STATE isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, SBC-12STATE will attempt to notify the CLEC and request a trouble ticket and committed</p>	<p>the requirements of the Line Sharing Order, especially on the interim entry-to-market basis of the present proceeding.</p>

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	<p>maintenance work to occur. The foregoing sentence notwithstanding, CLEC shall not require SWBT/GTE to provide CLEC with more than two (2) hours advance notice for any repair effort needed to restore service to an SWBT/GTE end-user that has suffered a complete loss of voice services.</p> <p>(d) In all cases, SWBT/GTE will allow CLEC intrusive access to any loop containing a high frequency network element leased by CLEC at the point where the combined voice and data loop enters the central office splitter or intermediate (or SPOT) frame. The point of demarcation will be at the place where the data loop leaves the splitter on its way to CLEC's xDSL equipment.</p> <p>Donovan Q&A 20; Zulevic at 20-21; Moya at 4, 17-18.</p> <p>C. Test Head</p> <p>CLEC shall have physical and</p>		<p>restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC-12STATE (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to SBC-12STATE cutting around the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact SBC-12STATE to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, SBC-12STATE will charge the CLEC upon closing the trouble ticket.</p>	

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	remote test access to the test head twenty-four hours a day, seven days a week.		<p>8.4</p> <p>Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any defects which would be unacceptable for POTS and which do not result from the loop's modified design.</p> <p>8.5</p> <p>Any CLEC testing of the retail-POTS service must be non-</p>	

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			<p>intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.</p> <p>8.6</p> <p>CLEC hereby agrees to assume any and all liability for any such</p>	

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			<p>intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to SBC-12 STATE facilities and hereby agrees to release, defend and indemnify SBC-12 STATE, and hold SBC-12 STATE- harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against SBC-12STATE by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.</p> <p>8.7</p> <p>The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with SBC12-STATE.</p> <p>Schlackman at 26-28.</p>	

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			<p style="text-align: center;">++++++</p> <p style="text-align: center;">(GTE)</p> <p>2.11 <u>Testing, Repair and Maintenance.</u></p> <p>(a) GTE will provide **CLEC with nondiscriminatory access to the loop facility for testing, repair and maintenance activities via its Wholesale Internet Service Engine ("WISE") website (http://www.gte.com/wise) 4-Tel loop testing mechanism. GTE is responsible for all testing of facilities and equipment terminated to its main distribution frame and **CLEC is responsible for all testing of facilities located within its collocation space. GTE reserves the right to seek access to **CLEC's collocation space to conduct reasonably necessary testing, repairs or maintenance when **CLEC owns the splitter, as provided under Option No. 1 of Section 2.3 above. **CLEC shall</p>	

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			<p>have physical and/or remote test access to the GTE loop testing mechanism twenty-four hours a day, seven days a week. For line sharing testing purposes (i.e., high frequency spectrum only), **CLEC's point of demarcation will be within the **CLEC's collocation space.</p> <p>(b) GTE will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premise and **CLEC demarcation point in the central office. **CLEC will be responsible for repairing its DSL services and any end user related DSL component at the end-user premise. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by **CLEC, GTE shall conduct any necessary repair work for line sharing on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of</p>	

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			<p>twenty-four (24) hours, applied monthly, on a parity basis with GTE's actual retail repair intervals. GTE is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and **CLEC is responsible for all repair and maintenance of facilities located within its collocation space. Where GTE owns the splitter and does not provide **CLEC with access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's actual retail repair intervals. Where **CLEC owns the splitter, **CLEC is responsible for performing maintenance, repair and testing on the splitter.</p> <p>(c) GTE and **CLEC agree to coordinate in good faith</p>	

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			<p>any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. GTE and **CLECs will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, GTE and **CLEC will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where GTE has isolated a trouble with the Voice Service to be in **CLEC provided equipment, GTE shall notify **CLEC and **CLEC will be required to clear the trouble associated with the GTE lifeline voice services. Where such troubles are not cleared within 3 hours, GTE will strap-through the voice service on the GTE main distribution frame, isolating **CLEC equipment from the GTE loop facility. This strap-through arrangement shall be limited in</p>	

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			duration to the time necessary to repair the trouble. **CLEC is responsible for informing GTE of any life line data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by GTE.	
<p>7. (Covad/Rhythms) Should SWBT charge CLECs recurring and non-recurring rates for the Line Sharing UNE as stated in Exhibit A?</p> <p>(SWBT) What are the appropriate recurring charges for all elements of the Line-Sharing UNE under federal pricing rules and FCC Order 99-355?</p>	<p>(Covad/Rhythms) <u>IX. Rates and Charges</u></p> <p>A. With respect to the services, network elements and interconnection components described in this Interim High Bandwidth Line Sharing UNE Attachment, SWBT/GTE may charge CLEC the interim rates listed in the following Table 1 for the items listed in Table 1. No other rates or charges shall apply for these services, network elements and</p>	<p>(Covad/Rhythms) For interim rates, the Commission should rely directly on existing adopted recurring prices for elements such as tie cables to collocation and interoffice transport. If a direct analog exists, the Commission should apply collocation prices that were adopted in the SWBT collocation cost proceeding pending before this Commission. If no analog exists in the collocation non-recurring cost proceeding, the</p>	<p>(SWBT) Meyer at 3-8.</p> <p>++++++</p> <p>(GTE) 3. Financial Matters. Interim Pricing. The rates and charges for line sharing services provided pursuant to this Agreement are set forth on Exhibit 2.¹</p>	<p>(SWBT) CLECs should pay the recurring and non-recurring prices specified in the HFPL Pricing Appendix. These prices are based on TELRIC costs and include a markup for shared and common costs. SWBT's proposed rates are contained in the proposed interim agreement.</p> <p>++++++</p> <p>(GTE)</p>

¹ Collocation is a prerequisite to line sharing. **CLEC must first collocate digital subscriber line access multiplexer (DSLAM) equipment and splitters (under Option No. 1 described in Section 2.3) in GTE's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions of the Agreement and are separate from the interim line sharing rates and charges proposed herein.

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	<p>interconnection components.</p> <p>(NOTE: Table 1 omitted here; it is attached to contract language)</p> <p>B. The Parties covenant and agree that SWBT/GTE's charges to CLEC for each element comprising Line Sharing may not exceed the amount SWBT/GTE allocated for such element in its federal digital subscriber line service(s) tariff(s) as of the effective date of this Interim High Bandwidth Line Sharing UNE Attachment.</p> <p>Murray Q/A 13-31: Moya at 4, 13 - 14, 15 - 16.</p> <p><u>II.C. Rates and Charges</u></p> <p>The Parties agree that the interim rates and charges for any services, unbundled network elements or interconnection components contained herein are all-inclusive, and, with the sole exception of any applicable collocation rates, no other</p>	<p>Commission should rely on prices derived from the High Bandwidth Services Non-Recurring Cost Model ("HBSNRCM"), which was filed with this Commission on March 15, 2000.</p> <p style="text-align: center;">++++++</p> <p style="text-align: center;">(IP/NPT)</p> <p>Agrees with Rhythms/Covad position on this issue. The recurring and non-recurring rates proposed by SWBT are excessive. The recurring loop cost for line sharing should be zero.</p> <p>Gentry at 42. Also see Issue No. 36.</p>	<p>Notwithstanding anything in this Agreement to the contrary, these rates and charges are interim pending the outcome of the Commission's rate proceeding regarding line sharing. GTE's interim pricing proposal does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, etc.). GTE will present these costs and seek recovery for them (including a retroactive true-up) in the line sharing pricing proceeding. To the extent that the line sharing rates for GTE (the "Line Sharing Rates"), or the terms and conditions for application of the Line Sharing Rates, are different than specified in this Section, the Line Sharing Rates will be applied prospectively pending the issuance of a final, binding and non-appealable order. Upon the issuance of such an order, the Line Sharing Rates will</p>	<p>GTE proposes utilization of the prices, terms and conditions which it has elsewhere submitted in this proceeding, and submits that the interim nature of this proceeding makes a true-up process appropriate for the costs which are determined herein.</p>

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	rates or charges shall apply.		<p>be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which a Texas Line Sharing Rate order becomes final, binding and non-appealable. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said order.</p> <p>3.2 Nonwaiver. The Parties do not waive, and hereby expressly reserves, their rights to assert or continue to assert that certain of the rates, charges or terms established in any other proceeding (including, without limitation, the Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates.</p>	

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			charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges, including, without limitation, the matters described in Section 1.4; or (d) any other	

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			relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in the proceeding or in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the amendment to this Agreement regarding line sharing. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section 3.1. The Parties agree that the provisions of	

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			this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledge that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.	
8. (Covad/Rhythms) Miscellaneous Interim Line Sharing Contract Definition and Implementation Issues	<p>(Covad/Rhythms) <u>§I. [Purpose]</u></p> <p>A. This Interim High Bandwidth Line Sharing UNE Attachment ("Attachment") sets forth the interim rates, terms and conditions pursuant to which SWBT/GTE² will provide the services, network elements and interconnection components necessary for CLEC to provide High Bandwidth Services utilizing Line Sharing to customers in the State of Texas. This Attachment shall be fully</p>	<p>(Covad/Rhythms)</p> <p>The CLECs proposed interim line sharing contract language contains the minimum terms and conditions necessary to begin line sharing as of June 6, 2000. The full range of all substantive line sharing issues that must be resolved for permanent line sharing have been deferred to Phase 2 of this case.</p>	<p>(SWBT)</p> <p>1. INTRODUCTION</p> <p>1.1</p> <p>This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC)</p>	<p>(SWBT)</p> <p>The HFPL is the frequency above the voice band on a cooper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band</p>

² Because this case involves both SWBT and GTE, and because Covad and Rhythms propose that the same interim contract language apply to SWBT and GTE, we refer to the ILECs herein as "SWBT/GTE." The interim contract language approved by the Commission would, of course, be separately set forth for SWBT and GTE, and would amend their separate Interconnection Agreements with CLECs.

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	<p>superseded by and replaced with the Attachment to be approved by the Commission in the permanent phase of Case No. 22469.</p> <p><u>§II. [Scope]</u></p> <p>A. SWBT/GTE shall make available to CLEC the services, network elements and interconnection components described in this Attachment at the interim rates, terms and conditions set forth herein.</p> <p>B. The Parties agree that pursuant to this Attachment CLEC may deploy any High Bandwidth or advanced services technology that (i) complies with industry standards; (ii) is approved by an industry standards body, the FCC or any state commission; or (iii) has been (at the time CLEC is seeking deployment) successfully deployed by any carrier in any state. SWBT/GTE shall permit deployment of any technology meeting any of these three (3) criteria unless SWBT/GTE has</p>		<p>SBC-12STATECLEC. In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.</p> <p>1.2</p> <p>SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, Ameritech Wisconsin, Nevada Bell, Pacific Bell Telephone Company, The Southern New England Telephone Company and/or Southwestern Bell Telephone Company.</p> <p>1.3</p> <p>As used herein, SBC-12 STATE means the above listed ILECs doing business in Arkansas,</p>	<p>transmission. SWBT will only make HFPL available to CLECs in those instances where SWBT is also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.</p> <p>SWBT does not understand "Home Run" Copper in the context of Line Sharing as that term is not a term recognized by the FCC in the Line Sharing Order.</p> <p>The FCC made clear that ILECs "are not required to provide unbundled access to the high frequency portion of the loop if they are not currently providing analog voice service to the customer." (FCC Line Sharing Order, Executive Summary, page 6.) the FCC Line Sharing Order makes clear that line sharing is on the copper loop facility: "The high frequency portion of the loop network element is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog</p>

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	<p>obtained from the Commission an order or other decision concluding that the deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services. As of the effective date of this Attachment, SWBT/GTE shall permit CLEC to deploy any technology meeting any one of the above three (3) criteria, including without limitation Asynchronous Digital Subscriber Line ("ADSL"), Rate-Adaptive ADSL ("RADSL"), Multiple Virtual Lines ("MVL"), and G.Lite.</p> <p>Donovan Q&A 8-10.</p> <p><u>§III. [Definitions]</u></p> <p>A. The High Bandwidth Line Sharing Unbundled Network Element ("HBLUNE") is an unbundled network element that utilizes Line Sharing on a twisted copper pair when entering the end-user premises, and that provides for a hand-off of High</p>	<p style="text-align: center;">(Covad/Rhythms)</p> <p>In the interim, SWBT and GTE should provide line sharing over the home run copper configuration. However, SWBT and GTE should be required to allow Rhythms and Covad to line share over both the copper and fiber portions of the</p>	<p>California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.</p> <p>1.4</p> <p>Southern New England Telephone (SNET) as used herein, SNET means the applicable above listed ILEC doing business in Connecticut.</p> <p>1.5</p> <p>The prices at which SBC-12 STATE agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.</p> <p>1.6</p> <p>The prices, terms, and conditions herein are not applicable in SNET. SNET's unbundled DSL offering may be found in the Commission-ordered Connecticut Access</p>	<p>circuit-switched voiceband transmissions." (47 C.F.R. 51.319(h)(1).)</p> <p>As noted before, SWBT takes exception to CLEC-provided terms associated with figures 1-3. However, SWBT provides access to the HFPL on copper cabling between the end user's premises and SWBT's central offices, where SWBT provides voice services. This is limited to copper loops that can be made DSL-capable without interfering with SWBT's ability to provide voice service to its customer.</p> <p>The "Network Configurations" proposed by the CLEC do not accurately reflect the actual arrangements used by SWBT in its central offices to provide access to the HFPL.</p> <p style="text-align: center;">++++++</p> <p style="text-align: center;">(GTE)</p> <p>The terms and conditions</p>

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	<p>Frequency traffic to CLEC at any technically feasible point specified by CLEC, over which CLEC may provide High Bandwidth Services to the end-user. High Bandwidth Services are services with a transmission rate of at least 128 kilobits per second.</p> <p>B. Line Sharing is a method by which CLEC provides High Bandwidth Services (i) that allows for CLEC, as a second carrier, to use the same copper twisted pair wire that serves a particular end-user customer as is used by said end-user customer to obtain voice services from the voice provider carrier (i.e., the first carrier); (ii) that uses the frequency spectrum above the voice channel on said copper pair wire (i.e., above 4000 Hz ("High Frequency")); and (iii) that provides for a hand-off of High Frequency traffic from SWBT/GTE to CLEC at any technically feasible point specified by CLEC.</p>	<p>loop configured through a fiber-fed DLC arrangement as soon as it becomes available. The fiber-fed DLC issue is pending until Phase II.</p>	<p>Service Tariff, Section 18.2.</p> <p>1.7</p> <p>SBC-12STATE agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.</p> <p>1.8</p> <p>The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma,</p>	<p>addressed in Issues 1 -7 provide sufficient bases and terms for the DLECs to receive the interim access to market specified in the Line Sharing Order. GTE objects to inclusion of Phase II Issues in the Phase I interim proceeding.</p>

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	<p>Donovan Q&A 5.</p> <p><u>IV. [Network Configurations]</u></p> <p>A. SWBT/GTE shall enable and allow CLEC to provide High Bandwidth Services on an interim basis utilizing Home Run Copper. Home Run Copper consists of an all-copper pair between an end-user customer premises demarcation location and the Main Distribution Frame in SWBT's/GTE's serving wire center that is jumpered and cross-connected to a CLEC collocation arrangement located in said serving wire center. Figures 1-3 (attached at the end of this Attachment) depict a diagram of this configuration. The specific terms and conditions for this configuration are contained in Section V - Network Topology (below).</p> <p>Donovan Q/A 6, 18.</p> <p>B. In any instance in which CLEC is</p>	<p>(Covad/Rhythms)</p> <p>CLECs should determine all</p>	<p>Texas and/or Wisconsin.</p> <p>1.9</p> <p>The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective ten (10) calendar days after the Appendix is signed, so long as the effective date is not prior to May 29, 2000. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by the Parties in each state under Sections 251/252 of the Act upon approval by each state commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial</p>	